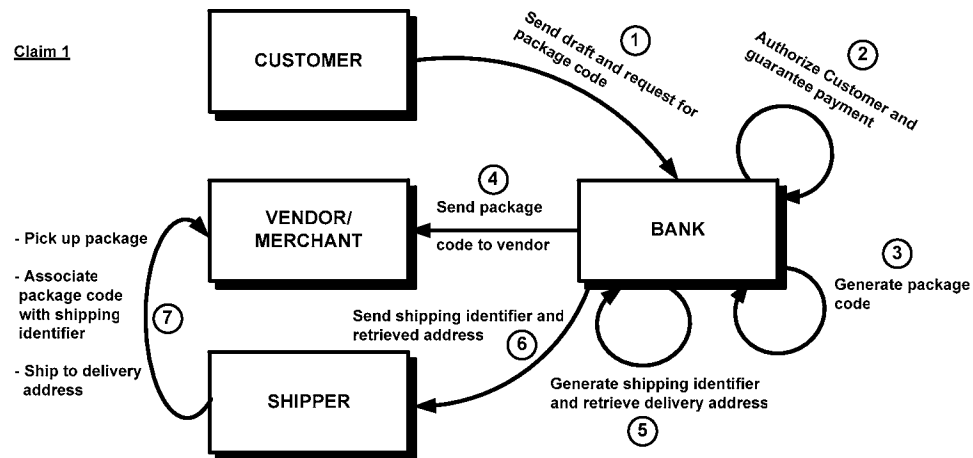


REMARKS

At the outset, the undersigned wishes to thank Exr. Gilligan for his time and helpful guidance during the telephone interview of January 18, 2007. As the Examiner will recall, the undersigned outlined the differences between the claimed embodiments and the applied combination. The Examiner requested that the undersigned, in this response, specifically point out which claim limitations are not taught or suggested by the applied reference. During the telephone interview, it was also established that Kadaba was relied upon for its teaching that a shipper, such as UPS (the assignee of Kadaba) may include a plurality of clearinghouses and use a plurality of “shippers” – meaning multiple trucks, planes and trains, for example.

Turning now to the non-final Office Action mailed October 6, 2006, claims 1-4, 7-10 and 13-16 were rejected under 35 U.S.C. §103(a) over Shub et al. in view of Kadaba. Reconsideration and withdrawal of these rejections are respectfully requested.

Here is a graphical representation of the recited steps of claim 1:



Note, in particular, steps 1, 5 and 6, which correspond to the recited steps of claim 1:

the method comprising the steps of:

the bank receiving an electronic draft from the customer for the purchase of the goods along with a request for a package code for the package;

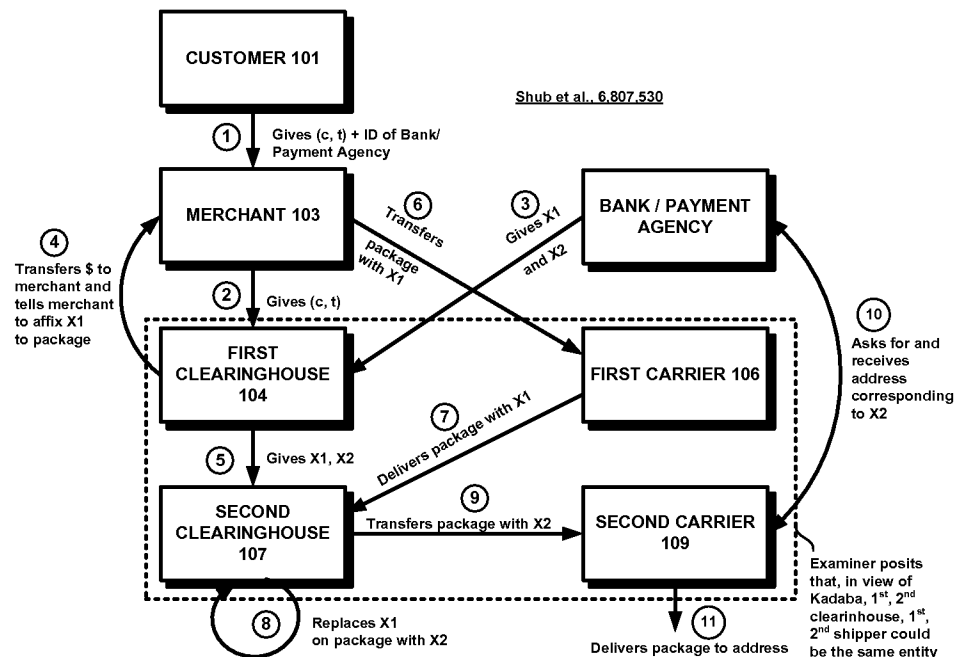
...

the bank generating a shipping identifier for the package that is associated with the generated package code and retrieving the stored address associated with the customer's account, and

the bank sending the generated shipping identifier and the retrieved address associated with the customer's account at the bank to the shipper

As will be demonstrated below, these claimed steps are not taught or suggested by the applied combination, nor are such steps taught or suggested indirectly through a series of intermediate steps that, in the aggregate, would be equivalent to the above steps.

Shub et al.'s method looks like this:



Note that Even if the 1st, 2nd shipper and the 1st and 2nd clearinghouses were to be aggregated (as suggested by the dashed line box) as the Examiner posits is suggested by Kadaba, Shub as modified by Kadaba does not teach or suggest the claimed steps identified above. Specifically, Shub-Kadaba does not teach or suggest the bank receiving an electronic draft from the customer for the purchase of the goods along with a request for a package code for the package, as claimed. In Shub-Kadaba, the customer never sends an electronic draft and a request for a package code to the bank and the bank never receives such from the customer (claim 1 is written from the bank's point of view). Also, Shub-Kadaba never teaches or suggests the bank sending the generated shipping identifier and the retrieved address associated with the customer's account at the bank to the shipper, as also claimed. Indeed, in Shub, the bank sends X1 and X2 to the 1st clearinghouse 104. Shub's second carrier 109 also sends the code X2 to the bank and asks for the address corresponding to the provided X2 code, which it receives from the bank. Note, however, that claim 1 requires that the bank send the generated shipping identifier and the retrieved address associated with the customer's account at the bank to the shipper, as claimed. In Shub-Kadaba, the bank never sends a generated shipping identifier and the retrieved address associated with the customer's account at the bank to the shipper – either directly or indirectly. In Shub, the 2nd shipper provides the bank with a code (X2) and the bank then provides the address associated with X2 to the 2nd shipper. In the claimed invention, the bank sends the shipper the shipping identifier and the address – which is not taught or suggested in the applied combination.

This step – unsuggested by the Shub-Kadaba combination, is also recited in independent claim 7, which is written from the shipper's point of view:

the shipper receiving a shipping identifier and a delivery address associated with the shipping identifier from a bank

Indeed, Shub-Kadaba do not teach or suggest any of the first or second shippers (individually or collectively) receiving a shipping identifier and a delivery address form a bank.

Claim 13, written from the point of view of the merchant, also recites steps that are not taught or suggested by Shub-Kadaba:

the vendor receiving payment on the draft and the package code from the bank only if the customer is authenticated by the bank and bank-imposed constraints are satisfied, the package code being devoid of delivery address information;

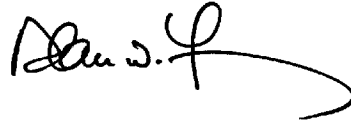
In Shub-Kadaba, the merchant does not receive payment on the draft along with a package code from the bank. In Kadaba, the merchant receives (c, t) from the customer and is notified by the 1st clearinghouse to affix code X1 onto the package, whereupon the merchant may transfer the package with X1 affixed thereon to the first carrier 106. See steps 1, 4 and 6 in the graphic above.

Therefore, each independent claim defines methods and specifically-identified steps that are not shown or suggested, either directly or indirectly, by the applied combination of references. In view thereof, it is respectfully submitted that the 354 USC §103(a) rejection applied to the claims should be reconsidered and withdrawn. The same is, therefore, respectfully requested.

Applicant's attorney, therefore, respectfully submits that all remaining claims are allowable and, therefore, the present application is in condition for an early allowance and

passage to issue. If any unresolved issues remain, please contact the undersigned attorney of record at the telephone number indicated below.

Respectfully submitted,



Date: January 18, 2007

By: _____

Alan W. Young
Attorney for Applicant
Registration No. 37,970

YOUNG LAW FIRM, P.C.
4370 Alpine Road, Suite 106
Portola Valley, CA 94028
Tel.: (650) 851-7210
Fax: (650) 851-7232

\\Ylfserver\y\lf\CLIENTS\ORCL\5628\5628 RESPONSE.8.doc